

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Marleasa A. Sherrill-Bryant aka Marleasa Sherrill aka
Marleasa Bryant

Debtor(s)

US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR
PENNSYLVANIA HOUSING FINANCE AGENCY

Movant

vs.

Marleasa A. Sherrill-Bryant aka Marleasa Sherrill aka
Marleasa Bryant

Debtor(s)

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 14-14472 ELF

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$11,990.32**, which breaks down as follows;

Post-Petition Payments:	Sep. 2016 through Oct. 2016 at \$581.00/month
	Nov. 2016 through Oct. 2017 at \$585.00/month
	Nov. 2017 through Feb. 2018 at \$592.00/month
Late Charges:	Sep. 2016 through Feb. 2018 at \$22.74/month
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$11,990.32

2. The Order granting Movant relief from the automatic stay (Doc No. 58) shall be vacated, subject to the following conditions.

3. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall tender a down payment of **\$3,500.00**, which Debtor states is a contribution from a family friend, via check to Movant.

b). Within seven (7) days of the filing of this Stipulation, Debtor shall file a Motion for authorization to file an Amended Chapter 13 Plan to include the additional post-petition arrears of **\$8,490.32**.

c). Movant shall file an Amended or Supplemental Proof of Claim to include the additional post-petition arrears of **\$8,490.32** along with the pre-petition arrears;

d). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

4. Beginning with the payment due March 1, 2018 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$592.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) via check to Movant at the address below;

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17101

5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

6. In the event the payments under Section 2 or Section 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

7. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

8. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

10. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

11. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 14, 2018

By: /s/Rebecca A. Solarz
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: February 20, 2018

/s/ Alfonso G. Madrid
Alfonso G. Madrid, Esquire
Attorney for Debtor(s)

Approved by the Court this 21st day of February, 2018. However, the court retains discretion regarding entry of any further order.

A handwritten signature in black ink, appearing to be 'ERL', written over a horizontal line.

ERIC L. FRANK
CHIEF U.S. BANKRUPTCY JUDGE

